Supplemental Deed relating to land at former Princess Marina Hospital site, Weedon Road, Northampton made pursuant to Section 106 of the Town and Country Planning Act 1990

Dated 8 November 2011

(1) West Northamptonshire Development Corporation

-and-

(2) Northamptonshire Healthcare National Health Service Foundation Trust
Supplemental Deed pursuant to Section 106 of the Town and Country Planning Act 1990

Dated 8 November 2011

Between

(1) WEST NORTHAMPTONSHIRE DEVELOPMENT CORPORATION of PO Box 355, Franklin’s Gardens, Weedon Road, Northampton, NN5 5WU (the Corporation); and

(2) THE NORTHAMPTONSHIRE HEALTHCARE NATIONAL HEALTH SERVICE FOUNDATION TRUST whose registered office is at Sudborough House, St Mary’s Hospital, 77 London Road, Kettering, Northamptonshire NN15 7PW (the Owner).

Recitals

A The Corporation is the local planning authority by virtue of the Order for the Designated Area (in which part of the Site is situated) with the objective of securing the regeneration of the Designated Area.

B The Owner is registered at the Land Registry as proprietor with freehold title absolute under title number NN165775 of the Site and submitted the Further Application to the Corporation for determination on 2 May 2011.

C The Corporation granted the Original Permission on 24 March 2009 for development of the Site.

D The parties entered into the Original Agreement on 24 March 2009 in respect of the Original Permission.

E The Further Application has been made to the Council for a new planning permission to replace the Original Permission in order to extend the time limit for implementation.

F The Corporation has resolved to grant the Further Permission subject to completion of this Deed.

G The purpose of this Deed is to ensure that if the Development is Commenced pursuant to the Further Permission that all the provisions and Planning Obligations contained in the Original Agreement including obligations on the Corporation shall attach to the Development as carried out pursuant to the Further Permission.
The Corporation is satisfied that the obligations secured by this Deed meet the requirements of Regulation 122 of the Community Infrastructure Regulations 2010.

It is agreed:

1.1 Unless the context otherwise requires, the definitions in the Original Agreement apply to this Deed.

1.2 Definitions

Development means development permitted by the Original Permission and the Further Permission.

Further Application means planning application reference 11/0041/REPWNN submitted to the Corporation by the Owner for new planning permission to replace the Original Permission in order to extend the time limit for implementation.

Further Permission means a planning permission issued pursuant to the Further Application for the Development in substantially the same form as the draft at Schedule 1 or any variation thereto granted pursuant to any application made by the Owner under s.73 of the Act.

Original Agreement means the Section 106 Agreement dated 24 March 2009 entered into by the Corporation and the Owner in respect of the Original Permission a copy of which is at Schedule 2.

Original Permission means the planning permission granted by the Corporation for the Development dated 24 March 2009 pursuant to planning application 07/0004/OUT/WNN.

2 Miscellaneous

Where the context so admits:

2.1 The clauses in the Original Agreement relating to its interpretation and operation apply equally to this Deed (unless varied by this Deed).

3 Legal Effect

3.1 This Deed is made pursuant to Section 106 and Section 106A of the Act and is supplemental to the Original Agreement.
3.2 The obligations and covenants on the Owner in this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Corporation as local planning authority for the Designated Area.

3.3 All obligations and covenants made by the Corporation are made pursuant to its powers under Section 136 of the Local Government Planning and Land Act 1980 and the Order.

3.4 It is agreed between the parties that as from the date of this Deed if the Development is Commenced pursuant to the Further Permission the Original Agreement shall be construed as if such Development were Development pursuant to the Original Permission.

3.5 It is agreed between the parties that as from the date of this Deed nothing in this Deed or the Original Agreement shall prevent the Corporation (acting reasonably) applying any contribution (or any part thereof) towards any other purpose for which other contributions are due under this Deed in the interests of the proper planning of the Designated Area.

4 Obligations of the Owner

The Owner shall pay to the Corporation on the completion of this Deed its reasonable costs of legal advice including any VAT thereon and disbursements properly incurred in the negotiation and completion of this Deed in the sum of £1,200 (one thousand two hundred pounds).

5 Release and Discharge

In the event of the Further Permission expiring before the Development has begun within the terms of Section 56(2) of the Act or being revoked modified without the consent of the Owner or otherwise withdrawn this Deed shall cease to have effect.

6 Local Land Charges and Planning Register

The Corporation shall procure that this Deed shall be registered:

(a) as a local land charge in the register of local land charges maintained by the Borough Council; and

(b) in the register maintained by the Borough Council under Article 25 of the Town and Country Planning (General Development Procedure) Order 1995.
7 General

For the avoidance of doubt if the Development is carried out pursuant to the Original Permission and the Further Permission the Owner and Trust shall not be required to discharge their respective obligations in the Original Agreement more than once.

8 Third Party Rights

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9 Execution

The parties have executed this agreement as a deed and it is delivered on the date set out at the front of this Deed.

10 Community Infrastructure Levy

If after the date of this Deed a Community Infrastructure Levy is introduced which is applicable to the Development then the Parties will use reasonable endeavours to agree variations to this Deed and the Original Agreement with the intent that:

10.1 the planning benefits secured by this Deed and the Original Agreement should continue to be secured and delivered; and

10.2 the Owner should not be in a position where it is in a financially worse position because of Community Infrastructure Levy in respect of the obligations contained in this Deed and the Original Agreement than it would be if it had performed the obligations in this Deed and the Original Agreement without Community Infrastructure Levy being applicable.
TOWN AND COUNTRY PLANNING ACT 1990
DECISION NOTICE

WEST NORTHAMPTONSHIRE DEVELOPMENT CORPORATION
APPROVAL TO EXTEND THE TIME LIMIT FOR IMPLEMENTATION OF EXISTING
PLANNING PERMISSION

Agent Name and Address Details:

Northamptonshire Healthcare NHS
Foundation Trust
C/O Brian Barber Associates
The Granary
Spring Hill Office Park
Harborough Road
Pitsford
Northampton
Northamptonshire
NN6 9AA

APPLICATION REF: 11/0041/REPWNN

PROPOSAL: Redevelopment to provide for residential and employment land uses (application for new planning permission to replace existing outline planning permission ref: 07/0004/OUTWNN dated 24/03/2009, in order to extend the time limit for implementation).

LOCATION: Princess Marina Hospital Weedon Road Upton Northampton
Northamptonshire NN5 6UH

DATE REGISTERED: 5th May 2011

WEST NORTHAMPTONSHIRE DEVELOPMENT CORPORATION HEREBY GRANTS FULL
PLANNING PERMISSION FOR THE ABOVE DEVELOPMENT FOR THE FOLLOWING
REASON:

The principle of residential and a limited element of commercial development on this site is considered appropriate subject to conditions and certain matters addressed through a S106 legal agreement and in accordance with Policies 1, 2, 11, 22 of the East Midlands Regional Plan (2009) and MKSM SRS Northamptonshire Policy 2 (Northampton Implementation Area) and Policies E1, E19, E20, H7, H14, H17, H32, L1 and B13 of the Northampton Borough Council Local Plan (1997) and the objectives of PPS1, PPS3, PPS4, PPS5, PPS22, PPS23, PPS25 and PPG13.
Subject to the following conditions:

(1) Approval of the details of the access, appearance, landscaping, layout and scale ("the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.

Reason: This permission is in outline only granted under Article 4(1) of the Town and Country Planning (Development Management Procedure) Order 2010.

(2) Application for the approval of the reserved matters shall be made to the Local Planning Authority before the expiration of 3 years from the date of this permission.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

(3) The development hereby permitted shall be begun before the expiration of five years from the date of this permission, or if later, before the expiration of two years from the date of approval of the last reserved matters to be approved.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

(4) All reserved matters applications shall accord with a Masterplan and Design Codes to be submitted to and agreed in writing by the Local Planning Authority or any agreed variations thereof prior to the submission of that reserved matter. The Masterplan and Design Code(s) shall include details of phasing; layout; provision of public art; hard and soft landscaping defining public, semi-public and private space and their provision of future maintenance; existing levels and proposed finished floor levels; external lighting within both the public and private realm; external boundaries of the site and front and rear boundary treatments including means of enclosure; and footpaths and cycleway links. In the event that separate Design Code(s) are prepared for the housing and commercial elements both documents shall demonstrate to the satisfaction of the Local Planning Authority that the interface between the two forms of development will maintain the principles established in the Masterplan. Any subsequent application for reserved matters shall be submitted in accordance with the Masterplan or agreed modifications by the local planning authority to it and to the relevant Design Code(s).

Reason: To provide a site layout in general conformity with the Masterplan that demonstrates quality in form and design, maximise public amenity, reduces the potential for crime and anti-social behaviour, and deals with ongoing maintenance.

(5) The reserved matters relating to landscaping shall include a survey of existing trees and hedgerows, location of trees and hedgerows to be protected, method of protection and duration of protection.

Reason: In order to ensure adequate protection of existing trees and hedgerows on the site in the interests of achieving a satisfactory standard of development and maintaining the established landscaped character of the area.

(6) All planting, seeding or turfing comprised in the approved reserved matter details for a phase shall be carried out in the first planting and seeding season following the first occupation of any building in that phase of the development or the completion of that
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phase of the development, whichever is the sooner or to such other timescale agreed in writing with the Local Planning Authority. Subsequently if any trees or plants which within a period of 5 years from completion of that phase of the development die, are removed or become seriously damaged they shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure any landscaping is undertaken within a reasonable timescale and thereafter adequately maintained until established.

Prior to the commencement of development of a phase, an assessment of the Noise Exposure Category(ies) of that phase shall be made due to its exposure to transportation noise, in particular Weedon Road. This must take account where appropriate roads that may not be immediately adjacent to that phase and the likely growth of traffic over the next 15 years. Where that phase is subject to a noise exposure which exceeds NEC A a scheme to protect this part of the phase shall be submitted to the Local Planning Authority for written approval. The scheme shall include a site plan showing the position, type and height of the proposed noise protection measures together with the resultant NEC(s) for the site. Where noise protection measures for that phase are impractical or do not reduce NEC for all amenity areas, all facades or all floors of the proposed residential units to NEC A, the plan shall clearly indicate the site layout and the predicted NEC for all facades. Where facades or floors do not fall into NEC A noise insulation scheme, which will require the provision of artificial ventilation, details shall be submitted for approval in writing to the Local Planning Authority and implemented prior to those units being occupied.

Reason: To safeguard the amenities of the future residential occupiers of the development.

A minimum of 10% of the residential units on any phase shall be available for occupation by persons with disabilities and constructed to a mobility housing standard the detailed layout of which shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of construction of any residential unit on that phase unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure adequate provision is made for people with disabilities in accordance with Policy H17 of Northampton Borough Council Local Plan.

The number of residential units to be constructed on the site shall not exceed 550 unless otherwise agreed in writing by the Local Planning Authority and set out in the Master Plan.

Reason: To ensure the provision of a mixed use development and to enable the Local Planning Authority to assess the environmental implications of additional residential development.

The employment use hereby permitted shall not exceed 4,000 square metres gross area and shall only consist of uses within Classes A1, A2, A3, A4, B1a, B1c and D1 of the Use Classes Order 1987 (as amended). Uses within Classes A1, A2, A3, A4 shall only be permitted on that part of the site with a frontage onto Weedon Road and no unit shall exceed 200 square metres gross external area at any time (unless otherwise agreed in writing by the Corporation). The amount of uses within Class A of the Use Classes Order 1987 (as amended) shall not exceed 2000 square metres gross external area in total at any time. No more than 2000 square metres gross external
area shall be used for Class B1(a) office use and no B1(a) unit shall exceed 200 square metres gross external area at any time (unless otherwise agreed in writing by the Corporation). No more than 2000 square metres gross external area shall be used for Class D1, any such uses shall complement the residential use hereby permitted and no D1 unit shall exceed 200 square metres gross external area at any time (unless otherwise agreed in writing by the Corporation). No more than 1000 square metres gross external area of D1 floorspace shall be occupied until the 100th dwelling hereby permitted has been constructed on the site.

Reason: In the interests of providing a sustainable mixed use development.

(11) Prior to the commencement of any development of a phase a bat survey shall be undertaken for that phase, thereafter the results shall be submitted to the Local Planning Authority. In the event bats are present a scheme addressing how this situation is to be managed shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development of that phase.

Reason: To determine if bats are present on the site and if they are manage this situation accordingly.

(12) The submission of reserved matters relating to layout and appearance shall include the provision of secure and safe cycle parking and the location of waste storage facilities for both residential and commercial development types hereby permitted.

Reason: To ensure the provision of adequate cycle facilities to promote the use of modes of transport other than the private car and that waste storage is satisfactorily addressed.

(13) Prior to the commencement of any phase on the site a Waste Management Strategy shall be submitted to and approved in writing by the Local Planning Authority which shall accord with the guidance contained within Northampton County Council’s Minerals and Waste Development Framework – Development and Implementation Principles Supplementary Planning Document March 2007 Thereafter the scheme shall be implemented in full accordance with the approved Strategy.

Reason: To ensure a sustainable approach is undertaken towards waste management on the development and is in line with Northampton County Council’s adopted Supplementary Planning Document.

(14) Prior to the first occupation of any commercial unit or individual commercial unit thereafter by a new occupier/user a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority relating to the occupants of that unit. Thereafter the Plan shall come into effect within 28 days of the written approval of the Local Planning Authority and remain in place at all times unless otherwise agreed in writing by the Local Planning Authority.

Reason: To seek to achieve a more sustainable use of transport modes in the creation of sustainable communities.

(15) Prior to the commencement of development of a phase details of surface and foul water drainage of that phase shall be submitted to and approved in writing by the Local Planning Authority.
Reason: To ensure the development is satisfactorily drained.

(16) Development shall not commence until a scheme to deal with contamination of any phase has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include an investigation and assessment to identify the specific extent of contamination and the measures to be taken to avoid risk to the public/environment when that phase is developed. Development shall not commence until the measures approved in the scheme have been implemented.

Reason: To safeguard the health of the future occupiers of the development and the environment generally.

(17) Work shall not commence on the construction of more than 300 dwellings until the adoptable link road to be provided to the existing adopted road to the west of the site has been constructed and is open for use.

Reason: In the interests of securing a safe and convenient vehicle access to the site to serve the development.

(18) As part of the Master Plan a vehicle access shall be included which provides access up to the boundary of the site with the adjoining parcel of land to the west of the site which fronts Weedon Road.

Reason: To ensure the development of the wider area can be facilitated.

(19) Prior to the commencement of development hereby approved details of existing sewage capacity flows from the site shall be submitted to and agreed in writing by the local planning authority in consultation with the environment agency. Thereafter based on this information a development construction phasing programme shall be submitted to and approved in writing by the local planning authority in consultation with the Environment Agency which shall reflect the capacity of the existing system (or as improved), and the proposed level of water efficiency (to satisfy the condition below) to satisfactorily accept sewage outflows from the development. Development shall only be undertaken in accordance with the approved scheme unless otherwise agreed in writing by the local planning authority in consultation with the Environment Agency.

Reason: To ensure the appropriate off site infrastructure is in place to satisfactorily deal with sewage lows from the development.

(20) Development shall not begin until details of a scheme for Water Efficiency achieving a design average consumption of 105 litres/person/day has been submitted to and approved in writing by the local planning authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is occupied.

Reason: To ensure the development will achieve a reduction in water demand in line with Strategic Policy 3 of the MKSM SRS and Policy 32 of RSS8.

Informative: This is equivalent to Level 3 and 4 of the Code for Sustainable Homes. The above condition refers to Level 3 and 4 of the Code for Sustainable Homes.

(21) Development shall not begin until a surface water drainage scheme for the site, incorporating sustainable drainage principles and an assessment of the hydrological
and hydrogeological context of the development, has been submitted to and approved in writing by the local planning authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

Reason: To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site.

(22) The development hereby permitted shall not be commenced until such time as a maintenance strategy for the surface water runoff drainage system has been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall be fully implemented and subsequently maintained for the lifetime of the development.

Reason: To ensure that the proposed drainage system remains in a well-maintained order, such that flood risk is not increased as a result of the proposal.

Informative: In order to satisfy the above condition, the following information should be submitted:
- details of all parties responsible for the long-term adoption and maintenance of every element of the drainage system and demonstrate methodologies and schedules of maintenance for the various components, for the lifetime of the development.
- In the event of a "management company" or similar being agreed upon to take control of the maintenance of the system, preferred options shall be proposed in the event of that company becoming insolvent or ceasing to exist or trade.

(23) The development hereby permitted shall not be commenced until such time as detailed information in respect of overland flow routing both prior to and after development has been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

Reason: To ensure that the flood risk to the site and third parties is not increased.

Informative: In order to satisfy the above condition, the following information should be submitted to demonstrate:
- the provision and maintenance of existing/proposed overland flow paths, and,
- no increase in flood risk to the development or third party assets.

(24) Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:
1. A preliminary risk assessment which has identified:
   - all previous uses
   - potential contaminants associated with those uses
   - a conceptual model of the site indicating sources, pathways and receptors
2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

3. The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express consent of the local planning authority. The scheme shall be implemented as approved.

Reason: To ensure an adequate assessment of the potential risk posed is made and to protect controlled waters.

(25) If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unsuspected contamination shall be dealt with.

Reason: To protect controlled waters.

(26) No development shall take place within the area indicated until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the local planning authority.

Reason: To ensure that features of archaeological interest are properly examined and recorded, in accordance with PPS5 Policy HE12.

Notes

(1) Flood Defence Consent
Notwithstanding the planning permission(s) that may be granted or extant on the site, any proposed works affecting ordinary watercourses, statutory main river, within the indicative floodplain or within the byelaw distance (9 metres) requires the prior written consent of the Environment Agency under the relevant statutory legislation and current land drainage byelaws.

It should not be assumed that such consent will automatically be forthcoming, and the applicant should consult with the Environment Agency at the earliest opportunity in order to determine and secure formal flood defence consent for the proposed works as appropriate.

On this proposed site, the Environment Agency should be consulted before any works are undertaken to any watercourses in order to determine whether flood defence consent is required.

As you are aware the discharge of planning conditions rests with the Local Planning
Authority. It is, therefore, essential that you are satisfied that the proposed draft condition meets the requirements of Circular 11/95 'Use of Conditions in Planning Permission'. Please notify us immediately if you are unable to apply our suggested condition, as we may need to tailor our advice accordingly.

(2) An agreement under Section 106 of the Town and Country Planning Act 1990 contains planning obligations. This agreement restricts development under the planning permission on those parts of the site shown hatched red and blue on the plan annexed to it, which are intended to be retained for existing uses or developed under separate detailed planning permission.

Adrian Arnold
Director of Planning Services
West Northamptonshire Development Corporation

Date: 5th September 2011

IMPORTANT NOTE: Please note that any works carried out without compliance with the conditions attached to this approval will be entirely at the risk of the persons involved and may result in formal action being taken by the Local Planning Authority.

End of Decision.
Schedule of approved plans

11/0041/REPWNN

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<thead>
<tr>
<th>Plan Name</th>
<th>Reference Number</th>
<th>Revision</th>
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<td>Location Plan</td>
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Appeals to The Planning Inspectorate

If you are aggrieved by the decision of WNDC to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to The Planning Inspectorate under Section 78 of the Town and Country Planning Act, 1990.

If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from The Planning Inspectorate, 3/08A, Kite Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN.

The Inspectorate can allow a longer period for giving notice of an appeal, but they will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of the appeal.

The Inspectorate need not consider an appeal if it seems to him that WNDC could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.

In practice The Inspectorate does not refuse to consider appeals solely because WNDC based it's decision on a direction given by them.

In accordance with the Town and Country Planning General Development Order 1988 you are required to send a copy of the notice of appeal to WNDC at the same time as you submit the appeal to The Planning Inspectorate. The appeal form should be sent to WNDC at the following address:

West Northamptonshire Development Corporation.
Planning Group,
PO Box 822,
Franklin's Gardens,
Northampton.
NN5 5WR

Purchase Notices

If either WNDC or The Planning Inspectorate refuses permissions to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonable beneficial use it's existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the WNDC (Northampton Borough Council, District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of part IV of the Town and Country Planning Act, 1990.
Compensation

In certain circumstances compensation may be claimed from the WNDC if permission is refused or granted subject to conditions by The Inspectorate on appeal or on reference of the application to him.

These circumstances are set out in sections 114 and related provisions of the Town and Country Planning Act, 1990.

NOTES: This consent relates solely to planning control. If the development includes the erection or alteration of a building or a change of use the work must not be carried out nor the change of use take place until the Building Regulations have be complied with.

WHERE by any act of Parliament, statutory instrument or other authority, other CONSENTS, LICENCES, PERMISSIONS OR APPROVALS IN ADDITION TO THOSE SPECIFIED IN THIS PERMISSION ARE REQUIRED in respect of the development or notice thereof is required to be given to any person (including a local authority), THE APPLICANT MUST COMPLY with such requirements BY SEPARATE APPLICATION OR NOTICE. This includes applications for ADVERTISEMENT CONSENT AND LISTED BUILDING CONSENT.

IMPORTANT NOTICE: Please note that any works carried out without compliance with the conditions attached to this approval will be entirely at the risk of the persons involved and may result in formal action being taken by the Local Planning Authority. A fee of £85 is payable per submission to discharge one or more conditions. Further information is available on the Corporation's website under 'Discharge of Conditions' section.
Schedule 2 – Original Agreement
Deed relating to land at former Princess Marina Hospital site, Weedon Road, Northampton made pursuant to Section 106 of the Town and Country Planning Act 1990

Dated 24th March 2009

(1) West Northamptonshire Development Corporation

-and-

(2) Northamptonshire Healthcare National Health Service Trust
Agreement pursuant to Section 106 of the Town and Country Planning Act 1990

Dated 24TH MARCH 2009

Between

(1) WEST NORTHAMPTONSHIRE DEVELOPMENT CORPORATION of PO Box 355, Franklin's Gardens, Weedon Road, Northampton, NN5 5WU (the Corporation);

(2) THE NORTHAMPTONSHIRE HEALTHCARE NATIONAL HEALTH SERVICE TRUST whose registered office is at Sudborough House, St Mary's Hospital, London Road, Kettering, Northamptonshire NN15 7PW (the Owner).

Recitals

A The Corporation is the local planning authority by virtue of the Order for the Designated Area (in which part of the Site is situated) with the objective of securing the regeneration of the Designated Area.

B The Owner is registered at the Land Registry as proprietor with freehold title absolute under title number NN165775 of the Site and submitted the Application to the Corporation for determination on 4 April 2007.

C The Corporation considered the Application on 30 October 2007 at its Northampton Area Planning Committee and resolved to grant the Permission subject to completion of this Deed.

D The purpose of this Deed is to secure the Planning Obligations.

E The Corporation has agreed to discount the standard charges subject to completion of the Trust's Works before the Longstop Date (referred to in Paragraph 4 of Schedule 2) and the provision of the Health Services for future residents of the Site so that the Corporation shall not be required to make future contributions from its standard charge fund to such services for the Site. The Uplift Payments will apply where the Trust's Works are not carried out before the Longstop Date, in accordance with Schedule 10.

F The covenants in Clause 5 and at Schedule 1 to Schedule 7 (inclusive) constitute planning obligations for the purposes of Section 106 of the Act binding the Site in the manner provided for in this Deed and in respect of which the Corporation is the local planning authority entitled to enforce pursuant to the terms of this Deed.
The covenants at Clause 6.1 and Schedule 10 constitute planning obligations for the purposes of Section 106 of the Act binding the New NHS Retained Land.

It is agreed:

1 Definitions

Access Routes means pedestrian access routes to be provided as part of the Development the location of which are to be agreed as part of the Masterplan.


Actual Housing Costs means the aggregate annual expenditure by the occupier on rent, mortgage payments and service charges in respect of the Affordable Housing Unit in question.

Affordable Housing means housing at costs below those associated with open market housing for occupation by Qualifying Persons who are assessed by the Borough Council as being unable to resolve their housing needs in the private sector because of the relationship between housing costs and income (or in the case of the Key Workers Units for occupation by Key Workers) the tenure of which shall include:

(a) Social Rented Housing Units;
(b) Intermediate Housing Units and;
(c) Key Worker Units

Affordable Housing Provider means a registered social landlord given the meaning in Part 1 of the Housing Act 1996 (including any other body defined by subsequent legislation as having a similar role in respect of Affordable Housing) or other body registered with the Homes and Communities Agency under the relevant Housing Act or other body approved by the Homes and Communities Agency to receive social housing grant such Affordable Housing Provider in any event to be approved by the Borough Council.

Affordable Housing Mix means the Key Worker Units and the following mix of tenures expressed as a percentage of the remaining Affordable Housing Units to be Provided:

(a) 70% Social Rented Housing Units (rounded to the nearest whole number); and
(b) 30% Intermediate Housing Units (rounded to the nearest whole number).

Affordable Housing Units means together the Key Worker Units, Social Rented Housing Units and the Intermediate Housing Units which shall represent 35% (thirty five per cent) of the total number of Dwellings (rounded to the nearest whole number) to be provided as part of the
Development in accordance with the Affordable Housing Mix or any variation thereof agreed pursuant to Clause 7.2.

Allotments means open space in accordance with Section 11 and Appendix K of the Borough Council's Open Space, Sport and Recreation Needs Assessment and Audit Final Report (September 2006).

Amenity Green Space means open space in accordance with Section 7 and Appendix K of the Borough Council's Open Space, Sport and Recreation Needs Assessment and Audit Final Report (September 2006).

Application means planning application reference 07/0004/OUT/NN submitted to the Corporation by the Owner in respect of the Site for redevelopment to provide for residential and employment land uses.

Assessment and Treatment Unit means a facility for the assessment and treatment of learning disabilities including a 4 (four) bed facility for learning disability clients and facilities for an intensive support team comprising approximately 820 square metres of built floor area (or such substantially similar variation or substitution of such facility as may be provided by the Trust).

Borough Council means Northampton Borough Council.

Borough Council's Area means the administrative borough of Northampton Borough Council.

CAMHS Unit means an in-patient facility for children with mental health needs, comprising a 10 (ten) bed inpatient unit for CAMH clients comprising approximately 868 square metres of built floor area (or such substantially similar variation or substitution of such facility as may be provided by the Trust).

Commenced means the start of works which amount to a Material Operation in relation to any part of the Development (and 'Commencement' shall be construed accordingly).

Completion means unless the context otherwise so admits the proper issue of a certificate of practical completion of any works or as the context may allow any part, section or phase thereof by an independent architect, engineer or other certifying professional as the case may be and the terms "Complete", "Completed" and cognate expressions shall be interpreted in accordance with this definition and Occupation of any Dwelling or Occupation of the Trust's Works shall be determinative of Completion even in the absence of a certificate.

Commercial Unit(s) means any unit forming part of the Development for commercial industrial hotel retail or leisure use (and ancillary facilities).
Community Infrastructure Levy means a tax or tariff or charge applicable in the Borough Council's Area pursuant to the Planning Act 2008 and related regulations or any subsequent proposed legislation to fund the delivery of infrastructure.

CTEMM Plan means a Construction Training and Employment Method Management Plan which seeks to maximise job opportunities for residents of Northampton through:

(i) the creation of job opportunities;

(ii) the provision of skills training;

(iii) the means for advertising all vacancies (including subcontractor organisation vacancies) both which arise during the construction of each Development and the end-use of the Development (if applicable);

(iv) identify appropriate training courses and encourage and assist applicants for employment who are not presently qualified for a particular vacancy to obtain the necessary training and qualifications;

(v) the means of recruitment of local staff through the local Job Centre Plus and other professional recruitment partners; and

(vi) the means of ensuring and promoting equal opportunities as part of the employment process.

Design Code means the set of illustrated rules and parameters which will inform design and appearance aspects of reserved matters applications, building on the Masterplan and being prepared in accordance with Annex B of PPS3 and the government’s ‘Preparing Design Codes: Practice Manual (2006)’.

Designated Area means the development area for the Corporation as defined in the Order for which the Corporation is the local planning authority for the purposes of Part 3 of the Act.

Development means development permitted by the Permission.

Development Parameters means the amount of development (number of Dwellings and floor space for other uses), together with the broad layout, scale, landscaping appearance of the Development and shall not exceed the Maximum Commercial Floorspace or the Maximum Number of Dwellings in any event.

Dwelling means a residential unit erected as part of the Development which includes both Affordable Housing Units and Market Units.

Employment Standard Charge means the average cost per square metre (gross) of floorspace within a Commercial Unit of providing infrastructure and services within the relevant
part of the Corporation’s Designated Area assessed at the date of this Deed (being discounted to reflect market conditions and the Trust’s Works) as £25 (twenty-five pounds) Index Linked having reached a balance between factors including the costs of infrastructure required in the Corporation’s area, the likely scale of the development that will come forward and the level of charge that it is appropriate for developments to meet without stifling development.

Existing NHS Retained Land means that part of the Site hatched blue on the Plan.

Grant means national affordable housing programme funding allocated by the Homes and Communities Agency.

Health Services means health services provided by the Trust for future residents of the Site (excluding the NHS Retained Land) at an estimated cost of £2,554 per Dwelling over the lifetime of the Development.

Homes and Communities Agency means the non departmental public body responsible for registering, regulating and funding affordable housing providers in the provision of affordable housing and such expression shall include successors to the functions and powers of the Housing Corporation and the Homes and Communities Agency.

Intermediate Housing Units means Dwellings to be provided as either Shared Ownership Housing Units or by other forms of leasehold or equity sharing tenures which satisfy the definition in Annex B of PPS3, including Intermediate Rent.

Intermediate Rent means accommodation made available for letting to persons on assured shorthold tenancies at rents no more than 80% of the market level in the local area.

Index Linked means that whenever reference in this Deed is made to a sum being Index Linked it shall mean that at the date when the said sum becomes due it shall be adjusted as so described in this Deed in accordance with the relevant index set out in Schedule 9 and Index and "Indexation" shall be construed accordingly.

Infrastructure means the items of infrastructure to be provided in or to serve the development within the Designated Area the indicative heads of which are set out in Schedule 11 which may be amended from time to time and will be formalised in the Infrastructure Delivery Plan prepared by the Corporation after the date of this Deed.

Infrastructure Delivery Plan means the strategy to be prepared and implemented by the Corporation which identifies the Infrastructure and prioritises the Infrastructure to be provided within the Designated Area (as may be amended from time to time).

Key Worker means persons (along with their families and dependents) nominated by the Trust and employed by the National Health Service in any of the following positions.
(a) nursing staff;
(b) junior doctors;
(c) clinical trainees;
(d) diagnostic staff;
(e) health care assistants; and
(f) such other clinical NHS position (not including doctors or dentists) as may be notified from time to time by the Trust to the Borough Council.

Key Worker Units means twelve (12) two-bedroom Affordable Housing Units to be Provided for Key Workers.

Management Company means a company established (or identified) by the Owner as agreed by the Corporation to maintain any facility referred to in this Deed.

Market Units means Dwellings which are not Affordable Housing Units.

Masterplan means a document which identifies within the Development Parameters (but without limitation of the following):

(a) what design principles will be applied to the Development Parameters in reserved matters applications (to reflect the physical, social, economic and policy context of the Development);

(b) what access policies will be applied to reserved matters applications to reflect access constraints and opportunities for the Site, how users will access the Development from the existing transport network and why the main points of access to the Site and the layout of Access Routes within the Site have been chosen; and

(c) the location of the SUDS and Public Open Space within the Site.

Material Operation shall have the meaning as defined by Section 56 of the Act in respect of the Development excluding any archaeological works, works of demolition, works of excavation, remediation, stabilisation works, service installation or diversions, site and soil investigations, erection of hoardings or fences.

Maximum Commercial Floorspace means 4,000 (four thousand) square metres (gross) of floorspace to be comprised in Commercial Units which may be constructed pursuant to the Permission.

Maximum Number of Dwellings means 550 (five hundred and fifty) being the maximum number of Dwellings that may be constructed pursuant to the Permission.
**Net Receipts** means any receipts or consideration received by an Affordable Housing Provider from the sale of an interest in an Affordable Housing Unit following its initial Occupation after deduction of the Affordable Housing Provider's reasonable evidenced costs of acquisition, construction and sale of the relevant Affordable Housing Units and the deduction of any Grant repayable.

**New NHS Retained Land** means that part of the Site hatched red on the Plan.

**NHS Retained Land** means the Existing NHS Retained Land and the New NHS Retained Land.

**Notional Housing Costs** means the aggregate rent, purchase price and service charges that would result in annual expenditure upon rent, mortgage payments (assuming a 100% (one hundred percent) mortgage of the purchase price element if any) and service charges as the case may be by the occupier in respect of the Affordable Housing Unit in question that:

(a) in the case of an Intermediate Housing Unit which is not a Shared Ownership Unit is affordable by households on incomes of less than £40,000 (forty thousand pounds) per annum PROVIDED THAT the rent shall not exceed 80% of market levels (or such other figure as set by the Homes and Communities Agency from time to time);

(b) in the case of a Shared Ownership Housing Unit:

(i) is substantially below market levels;

(ii) is affordable by households on incomes of less than £40,000 (forty thousand pounds) per annum;

(iii) the purchase price of the shared ownership element is no greater than 3 (three) times the said household income; and

(iv) any annual rent is no greater than 2.75% (two point seven five percent) of the value of any unsold share (such share being calculated at full market value).

(c) in the case of a Social Rented Affordable Housing Unit such sum as:

(i) in respect of the rent element is no more than a rent as determined through the national rent regime in accordance with the Government's Three Year Review of Rent Restructuring (July 2004) or any superseding publications and policies as adopted by the Government for use by Affordable Housing Providers; and
(ii) results in service charges not being so great as to make a tenancy unaffordable by reference to target sums set by the Homes and Communities Agency

PROVIDED THAT (1) all such sums referred to in (a) and (b) shall be adjusted in accordance with such annual reviews of the corresponding figures as are published by the Borough Council from time to time to reflect changes in income/house price ratios (2) in default of such figures being so published on an annual basis such sums may be amended from time to time by agreement in writing between the Council and the Affordable Housing Provider having regard to changes in income/house price ratios relating to the Borough Council's area.

Occupancy or Occupation means the occupation of any part of the Development or use of the Trust's Works save for fitting out purposes.

Offset Contribution means a sum in lieu of compliance with the Affordable Housing Mix offered by the Developer and secured through planning obligations binding the Site.

Order means the West Northamptonshire Development Corporation (Planning Functions) Order 2006 which confers on the Corporation powers of local planning authority for the purposes of Part 3 of the Act in respect of the Designated Area.

Permission means a planning permission issued pursuant to the Application for the Development in substantially the same form as the draft at Schedule 12 or any variation thereto granted pursuant to any application made by the Owner under Section 73 of the Act.

Plan means the plan annexed to this Deed.

Planning Obligations means the obligations in Clause 5 and at Schedule 1 to Schedule 7 (inclusive).

Provided means:

(a) the Completion of Affordable Housing Units so that they are fitted out and available for Occupation and have the benefit of necessary rights of access and service connections; and

(b) in relation to the Social Rented Housing Units and Intermediate Housing Units only the execution of a legally binding unconditional contract with an Affordable Housing Provider for the sale and purchase of the said Affordable Housing Units.

 Provision for Young People means open space in accordance with section 8 and Appendix K of the Borough Council's Open Space, Sport and Recreation Needs Assessment and Audit Final Report (September 2006).
Provision for Children means open space in accordance with section 8 and Appendix K of the Borough Council's Open Space, Sport and Recreation Needs Assessment and Audit Final Report (September 2006).

Public Open Space means those open areas (not including any SUDS) which are to be made available on the Site for use by the public as Amenity Green Space, Provision for Young People, Provision for Children and Allotments as deemed appropriate by the Corporation, required to be laid out in accordance with the Public Open Space Works Specification and required to be provided as public open space pursuant to Schedule 7.

Public Open Space Works Specification means a specification for the laying out and maintenance of the Public Open Space to be submitted to the Corporation for its approval.

Public Open Space Management Plan means a scheme provided by the Owner for the long-term management of each of the Public Open Space areas on the Site to ensure that the Public Open Space is managed and maintained to a standard equivalent to the standard the Borough Council usually maintains Public Open Space.

Public Open Space Maintenance Sum means a sum to be agreed with the Corporation to cover the cost of maintaining the Public Open Space in accordance with the Public Open Space Management Plan.

Quarter means 31 January 30 April 31 July and 30 October.

Quarterly Report means a report to be prepared which identifies the following for the immediate preceding Quarter:

a) the total number of Dwellings comprised within the Development Commenced within that Quarter: and

b) the total number of Dwellings comprised with the Development Completed within that Quarter.

Qualifying Persons means those persons who are assessed by the Borough Council and/or the Affordable Housing Provider as being unable to resolve their housing needs in the private sector housing market because of the relationship between housing costs and incomes.

Request for Security Confirmation means a written notice from the Corporation requesting a Security Confirmation in relation to specified Dwellings within the Development.

Review means a review of the Viability Assessment by an Independent assessor on behalf of the Corporation the costs of which shall be paid by the Owner.
Residential Standard Charge means the average cost per Dwelling of providing infrastructure and services within the relevant part of the Corporation’s Designated Area assessed at the date of this Deed (being discounted to reflect the Trust’s Works and provision of the Health Services) as £9,936 (nine thousand nine hundred and thirty six pounds) Index Linked having reached a balance between factors including the costs of infrastructure required in the Corporation’s area, the likely scale of the development that will come forward and the level of charge that it is appropriate for developments to meet without stifling development.

Secure By Design Standards means the standards required to give effect to ODPM guidance ‘Safer Places: The Planning System & Crime Prevention’ and other government and police guidance on designing out crime as may be issued from time to time.

Security means in relation to any Dwellings specified in a Request for Security Confirmation legal provision by way of a bank bond cash deposit mortgage parent company guarantee or other mechanism agreed between the Corporation and the Owner guaranteeing the availability of funds to pay the Total Residential Standard Charge in relation to the Dwellings when they fall due in accordance with Schedule 2.

Security Confirmation means a document that provides detailed information about the resources available to the Owner (including the value of the Site).

Security Notice means a notice from the Corporation specifying why the Corporation is not reasonably satisfied that the Security Confirmation is sufficient to provide the Corporation with a good level of confidence that the Total Residential Standard Charge (or any remainder thereof then due) will be paid when they fall due in accordance with Schedule 2.

Shared Ownership Housing means Shared Ownership Housing Units in which the occupier owns a percentage of the dwelling and the remainder is owned by an Affordable Housing Provider but with the right for the occupier to purchase further percentages of the dwelling up to 100% (one hundred per cent).

Shared Ownership Housing Units means those Dwellings to be provided as Shared Ownership Housing.

Site means the land shown edged red on the Plan.

Social Rented Housing Units means subsidised housing for rent at Target Rents to persons in housing need who cannot afford to buy or rent properties generally available in the private housing market.

Staff Monitoring Contribution means £7,500 (seven thousand five hundred pounds) Index Linked, to be used for monitoring of the Owner’s compliance with the obligations in this Deed.
SUDS means a sustainable urban drainage scheme incorporating such of the following as the Corporation (acting reasonably) considers appropriate:

- Permeable and porous surfaces to reduce surface runoff;
- Ponds/basis for temporary storage during high magnitude rainfall events (detention basins) or longer term storage (retention basins);
- Pipework and channelling to divert water from undesirable locations;
- Structures that increase the lag between a rainfall event and discharge of water to the drainage system;
- Permeable Pavements;
- Filter strips;
- Swales;
- Soakaways and Infiltration Trenches;
- Filter Drains;
- Rainwater Butts; and
- Green Roofs.

SUDS Management Plan means a scheme provided by the Owner which sets out the details for long term maintenance of the SUDS.

Sustainability Strategy means a scheme which includes such of the following as the Corporation (acting reasonably) considers appropriate:

(a) details of how measures for ensuring at least ten per cent (10%) of the energy demand required to operate the Development will be provided from renewable sources;

(b) the extent to which sustainable materials will be used during the construction of the Development;

(c) the way in which a minimum of twenty per cent (20%) reduction above Building Regulation requirements applicable at the date of this Deed will be achieved in relation to energy emissions from the Dwellings to be constructed as part of the Development;

(d) the way in which the ICE's demolition protocol will be followed;

(e) the way in which SUDS will be incorporated into the Development;
(f) the way in which the Development will be constructed so as to reduce water use and to generally encourage efficient water use; and

(g) the way in which waste generation, storage and disposal will be managed as part of the construction of the Development.

Target Rents means a rent as determined through the national rent regime in accordance with the proposal set out in the Three Year Review of Rent Restructuring (July 2004) which was implemented as policy in July 2006 (or any superseding publications and policies as adopted by the Homes and Communities Agency for use by Affordable Housing Providers).

Technical Support Contribution means £18,000 (eighteen thousand pounds) Index Linked, to be used for work required in connection with the Masterplan, Design Code and any reserved matters approvals.

Total Employment Standard Charge means the sum of £100,000 (one hundred thousand pounds) Index Linked being the total Employment Standard Charge payable in respect of the Maximum Commercial Floorspace.

Total Residential Standard Charge means the sum of £4,968,000 (four million nine hundred and sixty eight thousand pounds) Index Linked being the total Residential Standard Charge payable in respect of the Maximum Number of Dwellings (being adjusted to reflect the re-provision of 50 (fifty) existing dwellings).

Towcester Mill House means the internal fit out of an existing building or provision of a new building to provide a health facility comprising reception and waiting areas, counselling/appointment rooms, a group/meeting room and an office base for clinical, medical, administrative, therapy and support staff, comprising approximately 562 square metres of floor area (or such substantially similar variation or substitution of such facility as may be provided by the Trust).

Travel Plan means the package of measures aimed at promoting more sustainable travel choices and reducing reliance on the car in relation to the Development and shall set out:

(a) the aims and objectives of the travel plan, including reducing the need to travel by car, encouraging healthy commuting and work-related journeys;

(b) a monitoring and review strategy and targets for the reduction of single occupancy car related journeys over the first five years of the Development;

(c) a strategy for achieving the aims, objectives and targets in the event that monitoring reveals those targets are not being achieved;

(d) the provision of staff surveys following first Occupation of the Commercial Units;
(e) an assessment of opportunities for changing behaviour such as car sharing and information on public transport;

(f) timetables for implementation, monitoring and reporting to the Corporation (including a breakdown of those elements capable of implementation prior to Occupation and those elements capable of implementation only after Occupation); and

(g) the appointment of a travel plan co-ordinator.

Travel Plan Monitoring Contribution means the sum of £20,000 (twenty thousand pounds) Index Linked.

Trust means Northamptonshire Healthcare National Health Service Trust or any successor body performing its healthcare functions.

Trust’s Works means provision of the CAMHS Unit, the Assessment and Treatment Unit and the re-provision of Towcester Mill House within the Designated Area as detailed at Paragraph 6 of Schedule 3.

Uplift Payment means those sums set out at Schedule 10.

Viability Assessment means an assessment (incorporating at least such information as specified at Schedule 6 as considered reasonably necessary by the Corporation) of

(1) the extent to which compliance with the Affordable Housing Mix would, in the absence of Grant, render the Development economically unviable; and

(2) what modification to the Affordable Housing Mix is justified to ensure that the Development will be economically viable.

Works in Kind means those works which the Owner wishes to carry out itself other than the Trust’s Works and which are identified in the Infrastructure Delivery Plan together with any other works which would otherwise be funded by the Residential Standard Charge, the detailed specification(s) and programming of which are first approved by the Corporation in accordance with the provisions of this Deed.

Works in Kind Costs means (as appropriate in the particular context) the lower of:

(a) the estimated construction costs of carrying out any Works in Kind together with associated design fees and supervision fees and required maintenance contributions (where applicable) though excluding for the avoidance of doubt any bond fees;

(b) the actual construction costs of carrying out any Works in Kind together with associated design fees and supervision fees and required maintenance contributions (where applicable) though excluding for the avoidance of doubt any bond fees.
2 Miscellaneous

Where the context so admits:

2.1 words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa.

2.2 where reference is made to a statutory provision this includes all prior and subsequent enactments amendments and modifications relating to that provision and any subordinate legislation made under it.

2.3 the expression “the Owner” shall include its successors in title of the Site and assigns the expression “the Borough Council” shall include any successor to its functions as local planning authority for its administrative area save as provided for by the Order and the expression “the Corporation” shall include any successor to its functions as local planning authority for the Designated Area.

2.4 any covenant by the Owner not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably inferred.

2.5 where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction shall be given in writing and shall not be unreasonable or unreasonably withheld or delayed provided that nothing herein shall fetter the statutory rights, powers or duties of the Corporation.

2.6 the Clause and Paragraph headings do not affect the interpretation of this Deed.

2.7 any obligations of the parties to this Deed contained in this Deed which are or may be deemed to be obligations of one or more persons shall be joint and several obligations on the part of those persons unless the context otherwise requires.

2.8 nothing in this Deed shall prevent the Corporation (acting reasonably) applying any contribution (or any part thereof) towards any other purpose for which other contributions are due under this Deed, in the interests of the proper planning of the Designated Areas.

2.9 in the event of any conflict between the provisions of this Deed and any document annexed hereto as referred to herein, the terms, conditions and provisions of this Deed will prevail.

2.10 where reference is made to a Clause, Part, Plan, Paragraph, Recital or Schedule such reference (unless the context requires otherwise) is a reference to a clause, part, plan, paragraph, recital or schedule of or to (or in the case of the plans attached to) this Deed.
3 Legal Effect

3.1 This Deed is made pursuant to Section 106 of the Act with the intention that it binds the Owner's interests in the Site or that part of the Site described in the relevant provision of this Deed as provided for by that section.

3.2 The obligations and covenants contained in Clause 5, Clause 6.1, Schedule 1 to Schedule 7 (inclusive) and Schedule 10 of this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Corporation as local planning authority for the Designated Area.

3.3 All obligations and covenants made by the Corporation are made pursuant to its powers under Section 136 of the Local Government Planning and Land Act 1980 and the Order.

3.4 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Corporation in the exercise of its functions as local planning authority or any other function and its rights, powers, duties and obligations under all public and private statutes, byelaws and regulations may be as fully and effectively exercised as if it was not a party to this Deed.

3.5 Paragraph 5 of Schedule 1 restricts development of the NHS Retained Land under the Permission. It shall not restrict development of the NHS Retained Land under a planning permission other than the Permission.

4 Conditionality

4.1 Subject to Clauses 4.2 and 4.3, the Planning Obligations and the obligations at Schedule 10 are conditional on Commencement of Development.

4.2 The obligations in Clause 5.1 come into effect on the date of this Deed.

4.3 The obligations contained in the following will come into effect on the grant of the Permission:

(a) Clause 5.2;
(b) Paragraphs 1, 3 and 5 of Schedule 1;
(c) Paragraphs 2(a) and 3 of Schedule 2; and
(d) Paragraphs 1, 2, 3, 6, 7, 10, 11, and 15 of Schedule 7.
5 **Obligations of the Owner**

5.1 The Owner shall pay to the Corporation on the completion of this Deed its reasonable costs of legal advice including any VAT thereon and disbursements properly incurred in the negotiation and completion of this Deed in the sum of £22,000 (twenty two thousand pounds).

5.2 The Owner shall:

(a) pay the Technical Support Contribution to the Corporation on the submission of the first of any of the following:

(i) Design Code;

(ii) Master Plan; or

(iii) Sustainability Strategy.

(b) pay the Staff Monitoring Contribution to the Corporation before Commencement of Development;

(c) not Commence Development until it has paid the Staff Monitoring Contribution

(d) pay the sum of £1,875 at the end of every 6 (six) months from the expiry of 2 (two) years from the submission of the last reserved matters application pursuant to the Permission PROVIDED THAI (1) on such date the Corporation and the Owner are engaged in the active negotiation of at least one reserved matters application pursuant to the Permission; (2) the Corporation is processing such application with reasonable diligence and expedition; and (3) such sum will be applicable pro rata for any period of less than 6 (six) months; and

(e) pay the sum of £4,500 at the end of every 6 (six) months from the expiry of 2 (two) years from the submission of the last of the items at Paragraph 1 (a)-(c) of Schedule 7 PROVIDED THAT (1) on such date the Corporation and the Owner are engaged in the active negotiation of at least one of the items at Paragraph 1 (a)-(c) of Schedule 7; (2) the Corporation is processing such application with reasonable diligence and expedition; and (3) such sum will be applicable pro rata for any period of less than 6 (six) months.

5.3 Subject to Clause 4.1 and Clauses 5.4 to 5.6 the Owner covenants with the Corporation to perform the obligations and observe the restrictions contained in Clause 5.1 and Clause 5.2 and at Schedule 1 to Schedule 7 (inclusive).
5.4 Except for the obligation to observe the restriction in Paragraph 5 of Schedule 1 (which binds the Existing NHS Retained Land from the grant of the Permission), the obligations in this Deed shall not bind the Existing NHS Retained Land.

5.5 Except for the obligations:

(a) to observe the restriction in Paragraph 5 of Schedule 1 (which binds the New NHS Retained Land from the grant of the Permission); and

(b) in Clause 6.1 and Schedule 10 (which bind the New NHS Retained Land from Commencement);

the obligations in this Deed shall not bind the New NHS Retained Land.

5.6 The Owner and any person deriving title from it shall be bound by the Planning Obligations only to the extent that they have a legal interest in the Site (or any relevant part of it and save for any breach prior to it parting with its interest) at the time when such obligations arise subject only to the provisions contained in Clauses 5.4, 5.5, and 10.

5.7 The Trust (including any successor healthcare body performing the healthcare functions of the Trust) and any person deriving title from it to the New NHS Retained Land shall be bound by the planning obligations in Schedule 10 only to the extent that they have a legal interest in the New NHS Retained Land (or any relevant part of it and save for any breach prior to it parting with its interest) at the time when such obligations arise subject only to the provisions contained in Clause 10.

6 Obligations of the Trust

6.1 Subject to Clause 5.7 the Trust covenants with the Corporation to observe the restrictions and perform the obligations at Schedule 10.

7 Covenants by the Corporation

7.1 The Corporation agrees to observe and perform the covenants on its part contained in Schedule 8.

7.2 Subject to Clauses 7.3, 7.4 and 7.5, the Corporation may agree to vary the tenure split of the Affordable Housing Mix where:

(a) the Owner has

   (i) requested such variation in writing with reference to this Clause 7.2;

   (ii) provided a Viability Assessment to the Corporation;
(iii) identified any Offset Contribution offered;

(iv) demonstrated to the Corporation's reasonable satisfaction that it has used all reasonable endeavours (in accordance with the Homes and Communities Agency's Regular Market Engagement Process, or replacement as applicable at the relevant time) to secure Grant;

(v) reimbursed the Corporation for its reasonable costs of procuring a Review;

and

(b) the Corporation is satisfied that the Development would not be financially viable without such variation, having regard to:

(i) the Viability Assessment;

(ii) any Review;

(iii) any Offset Contribution proposed by the Owner; and

(iv) any other material considerations which it is required to have regard to as local planning authority.

7.3 The Corporation will determine any request under Clause 7.2 within 30 days of the Owner complying with Clauses 7.2(a)(ii) and 7.2(a)(iii) PROVIDED THAT it shall not be obliged to respond until the Owner has fully complied with Clause 7.2(a)(v).

7.4 No variation of the Affordable Housing Mix will result in the proportion of Social Rented Units to Intermediate Housing Units being less than 50/50.

7.5 Where the Development has not been Commenced within 18 (eighteen) months of a variation being agreed in writing by the Corporation under Clause 7.2, the Corporation may treat that variation as having expired and the original Affordable Housing Mix will apply.

8 Acknowledgement

8.1 The Parties acknowledge that the Corporation has agreed to discount the Residential Standard Charge subject to completion of the Trust's Works before the Longstop Date and the provision of the Health Services for future residents of the Site so that the Corporation shall not be required to make future contributions from its standard charge fund to such services for the Site.
9 Payment

9.1 If any sum due from any party to this Deed shall remain unpaid on the due date for payment (a) **Default Sum** then interest shall be paid on the sum outstanding at the rate of 3% per annum above the base rate of the Co-operative Bank plc from time to time calculated from the date that such sum becomes due up to the date of payment.

9.2 If, on the expiry of 14 days from the date on which it became due, any Default Sum (and interest thereon under Clause 9) or any part thereof remains unpaid the Owner will on the written request of the Corporation:

(a) not Occupy or permit any further Occupation of any Dwellings; and

(b) cease any Material Operations on the Site;

until the Corporation certifies that Default Sum (and interest thereon under Clause 9.1) has been fully paid PROVIDED THAT the Corporation will as soon as reasonably practicably following the payment in full of a Default Sum (and interest thereon under Clause 9) certify that such payment has been received.

10 Release and Discharge

10.1 The covenants and obligations contained in this Deed shall not be binding upon nor enforceable against:

(a) any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;

(b) the Owner (or any person deriving an interest in the Site from it) after they have disposed of their interest in the Site (or in the event of a disposal of part in relation to the part disposed of) but not so as to release the Owner from any antecedent breach, non-performance or non-observance of their obligations provided that neither the reservation of any rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this Clause 10.1; or

(c) the purchaser, lessee, occupier or mortgagee of a Commercial Unit (save for those obligations in Paragraph 3 of Schedule 2 and Paragraphs 5, 11, 12 and 13 of Schedule 7 which shall not be excluded);

(d) the purchaser, lessee, occupier or mortgagee of a Market Unit;
(a) the purchaser, lessee, occupier or mortgagee of any Affordable Housing Unit(s) (save for those obligations in Schedule 5 of this Deed which shall not be excluded in so far as they relate to the said Affordable Housing Unit(s)).

10.2 In the event of the Permission expiring before the Development has begun within the terms of Section 56(2) of the Act or being revoked modified without the consent of the Owner or otherwise withdrawn this Deed shall cease to have effect.

11 Local Land Charges and Planning Register

The Corporation shall procure that this Deed shall be registered:

(a) as a local land charge in the register of local land charges maintained by the Borough Council; and

(b) in the register maintained by the Borough Council under Article 25 of the Town and Country Planning (General Development Procedure) Order 1995.

12 Notices

12.1 Any notice notification or application for any approval consent or other authorisation required to be made by the parties under the terms of this Deed is to be made in writing and shall be deemed to be sufficiently served if delivered, personally or sent recorded delivery service or by First Class Post to the following officer at the addresses specified in this Deed and addressed as follows:

(a) if to the Corporation to the address set out above for the attention of the Director of Planning and Development; and

(b) if to the Owner to the address set out above for the attention of the Director of Finance and Performance of the Trust or such other person or address as the Owner may notify to the Corporation in writing from time to time.

13 Remedies

13.1 The Owner shall notify the Corporation of the occurrence of any breach of its obligations under this Deed as soon as practicable after it becomes aware of such matter and in any event within 10 (ten) working days of such matter becoming apparent to the Owner.

13.2 Where the Corporation becomes aware of a breach or non-compliance with a provision of this Deed the Corporation shall be entitled to serve notice of such breach upon the Owner and the
notice of breach shall state the nature of the breach, the steps required to remedy the breach and a reasonable timescale for remedying the breach.

13.3 The Owner shall within 10 (ten) working days of receiving the said notice give written notification to the Corporation of its response to the notice including any claim that it will remedy the breach within the stated timescale, that the timescale is too short or that it rejects the notice for the reason that no breach has occurred.

13.4 The Corporation and the Owner shall hold discussions about the notice of breach where either party so requests.

13.5 Save in circumstances where the notice of breach is either still the subject of discussions between the parties, if the Owner has not complied with a notice of breach the Corporation shall be entitled to pursue legal remedies.

13.6 The Owner agrees that it shall observe and perform the conditions restrictions and other matters mentioned in this Deed and from the Commencement of Development shall indemnify the Corporation for any reasonable and proper expenses or costs incurred by the Corporation in respect of any breach by the Owner of any obligations herein contained save to the extent that any act or omission of the Corporation its employees or agents has caused or contributed to such expenses or costs.

13.7 If after the Commencement of Development the Owner persistently and deliberately fails to comply with material obligations under this Deed the Corporation shall forthwith serve on the Owner written notice of such failure. The Corporation shall thereafter be entitled to increase the level of its monitoring of the Owner's obligations for a period of 6 (six) months following each such failure and the Owner shall pay to the Corporation at the end of such 6 (six) month period the reasonable and proper costs of such increased monitoring.

14 Dispute Resolution

14.1 In the event of any dispute arising between the parties hereto in respect of matters to be agreed between the Parties pursuant to Schedule 5, Paragraphs 6, 7, 10, 12, 15 of Schedule 7, or in relation to a Security Notice (other than a dispute relating to a matter of law or in relation to the interpretation of this Deed) the Parties agree that the matter in dispute will on the application of either of them be referred to a surveyor acting as an expert (hereinafter referred to as the "Expert") (being a member of the Planning Division of the RICS and not with less 10 (ten) years recent experience in the field of town and country planning and development) whose identity will be agreed between the parties or in default of agreement appointed by or on behalf of the President for the time being of the RICS on the application of any party.
14.2 The determination of the Expert will be final and binding on the parties save in the case of manifest error.

14.3 The Owner and the Corporation will be entitled to make representations and counter-representations in accordance with such timetable as the Expert directs.

14.4 The Expert's costs will be borne in such proportions as he may direct failing which each party will bear its own costs of the reference and determination and one half each of the Expert's costs; and

14.5 The Expert will give his decision in writing within 40 (forty) days of his appointment.

15 VAT

If VAT becomes payable on payments made under this Deed that VAT will be additional to the sums required, provided that the Owner will be entitled to valid VAT receipts in respect of any vatable supplies properly incurred under this Deed.

16 Third Party Rights

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

17 Community Infrastructure Levy

15.1 If after the date of this Deed a Community Infrastructure Levy is introduced which is applicable to the Development then the parties will use reasonable endeavours to agree variations to this Deed with the intent that:-

(a) the planning benefits secured by this Deed continue to be secured and delivered; and

(b) the Owner should not be in a position where it is in a financially worse position because of Community Infrastructure Levy in respect of the obligations contained in this Deed than it would be if it had performed the obligations in this Deed without Community Infrastructure Levy being applicable.

18 Execution

The parties have executed this agreement as a deed and it is delivered on the date set out at the front of this Deed.
Schedule 1 – Implementation

The Owner covenants

1. To provide the Corporation with not less than 21 (twenty one) days prior written notice of its intention to Commence Development.

2. Not to carry out the Development other than in accordance with the planning conditions contained within the Permission.

3. To notify the Corporation immediately on the Commencement of Development.

4. To submit the Quarterly Report to the Corporation no later than 10 (ten) days after the end of each Quarter following the Commencement of the Development.

5. Without prejudice to Clause 3.5, not to carry out or permit to be carried out any Development on the NHS Retained Land.
Schedule 2 – Standard Charge

General Obligations

1 The Owner will pay to the Corporation:
   (a) the Residential Standard Charge for the first 500 (five hundred) Dwellings only; and
   (b) the Employment Standard Charge for each Commercial Unit;
   in accordance with this Schedule 2.

Payments

2 The Owner will pay to the Corporation the Residential Standard Charge as follows:
   (a) before Commencement of the Development 25% (twenty five percent) of the Total Residential Standard Charge;
   (b) before Occupation of the 100th (one hundredth) Dwelling 10% (ten percent) of the Total Residential Standard Charge;
   (c) before Occupation of the 150th (one hundred and fiftieth) Dwelling 25% (twenty five percent) of the Total Residential Standard Charge;
   (d) before Occupation of the 250th (two hundred and fiftieth) Dwelling 15% (fifteen percent) of the Total Residential Standard Charge; and
   (e) before Occupation of the 330th (three hundred and thirtieth) Dwelling 25% (twenty five percent) of the Total Residential Standard Charge

   PROVIDED THAT no such payment will be required where at the relevant Occupation threshold the Total Residential Standard Charge has already been paid in full under Paragraph 4 of this Schedule 2.

3 The Owner shall pay to the Corporation the Total Employment Standard Charge before Commencement of Development.

Longstop Date

4 To the extent that payments have not already been made the Owner will pay the balance of the Total Residential Standard Charge (as applicable) not already paid on the 10th (tenth) anniversary of the date on which Development was Commenced (the Longstop Date).
Schedule 3 – Works the Owner wishes to undertake

1 If the Owner wishes to carry out any Works in Kind in addition to the Trust's Works it will submit to the Corporation for approval:

(a) comprehensive details and specifications of the Works in Kind sufficient to enable the Corporation to assess whether or not the proposed works fall within the scope of those identified in the Infrastructure Delivery Plan; and

(b) a detailed delivery programme setting out the timescales within which the works in question will be carried out and completed sufficient to enable the Corporation to assess whether or not the proposed works fall within the works programme set out in the Infrastructure Delivery Plan.

2 If the Corporation determines that:

(a) the details and specifications submitted pursuant to Paragraph 1 fall within the scope of those in relation to which the Residential Standard Charge have been calculated;

(b) the details and specifications adequately define the Works in Kind;

(c) that the proposed delivery programme would not adversely affect the Corporation's programming of works or adversely affect the cost of other works which the Corporation intends to carry out; and

(d) there are no legal or procedural constraints on the Corporation that would prevent it from allowing the Owner to carry out the Works in Kind

then it will ask for the Owner to prepare a written assessment of the estimated Works in Kind Costs for the said works based upon the said approval details specifications and delivery programme for approval by the Corporation.

3 Subject to the estimated Works in Kind Costs (either conditionally or otherwise) being approved by the Corporation the Owner will carry out and complete the said Works in Kind entirely in accordance with the details specifications and delivery programme approved pursuant to paragraphs 1 and 2 of this Schedule.

4 The Works in Kind Costs will:

(a) be Index Linked from the date that they were agreed; and

(b) be off-set against any payments of the Residential Standard Charge payable by the Owner after Completion of the Works in Kind.
Subject to Paragraph 6, upon Completion of the Works in Kind the Works in Kind Costs may then be offset against any payments of the Employment Standard Charge or the Residential Standard Charge then falling due.

The Trust's Works and related costs have been already approved and taken into account in the discounting of the Residential Standard Charge from the default standard charge, as follows:

(a) CAMHS Unit - £1,950,000 (one million nine hundred and fifty thousand pounds);

(b) the Assessment and Treatment Unit £1,300,000 (one million three hundred thousand pounds);

(c) the reprovision of Towcester Mill House £500,000 (five hundred thousand pounds);

and shall not constitute Works in Kind Costs for the purpose of Paragraph 5.

For the avoidance of doubt, the provisions contained in Paragraphs 1 to 5 of this Schedule 3 shall not apply to the Trust's Works.
Schedule 4 – Security

The Owner covenants with the Corporation as follows:

1. At any time after the expiry of 6 (six) years from Commencement of Development the Corporation may issue a Request for Security Confirmation from the Owner.

2. A Security Confirmation must be provided within 28 (twenty eight) days of a Request for Security Confirmation.

3. If following receipt of a Security Confirmation the Corporation is not reasonably satisfied that the Owner will be able to pay the Total Residential Standard Charge when it falls due in accordance with this Deed it shall be entitled to serve a Security Notice on the Owner.

4. Unless there is a dispute in relation to a Security Notice (which shall be resolved using Dispute Resolution pursuant to Clause 14) the Owner shall provide Security to the Corporation within 28 (twenty eight) days of the date of the Security Notice.

5. Subject to Paragraph 4 of this Schedule 4, if the Owner fails to provide Security within 28 (twenty eight) days of the date of the Security Notice there shall be a deemed default of the longstop provisions contained in Paragraph 4 of Schedule 2 and the Corporation may commence enforcement proceedings as it sees fit to secure the provision of Security and/or the payment of the amount of the outstanding Total Residential Standard Charge and shall be entitled to prevent any further development on the land specified until such time as the Security has been provided.
Schedule 5 – Affordable Housing

The Owner covenants with the Corporation as follows:

Overall Provision

1 Prior to Commencement of Development to submit to the Corporation:

(a) a plan showing the number and location of the Affordable Housing Units and a phasing programme for their delivery; and

(b) the identity of any prospective Affordable Housing Provider.

2 Not to Commence Development until the Corporation has approved in writing the details required pursuant to Paragraph 1(a) of this Schedule 5 and thereafter the Development shall be constructed in accordance with the plans and phasing programme approved by the Corporation (or any variation or substitutions thereof approved by the Corporation in writing from time to time).

3 Not less than 35% (thirty five per cent) of the Dwellings constructed as part of the Development shall be Provided as Affordable Housing Units.

4 It will procure that the Actual Housing Costs for the Intermediate Housing Units and the Social Rented Housing Units do not exceed the relevant Notional Housing Costs.

5 Subject to Paragraph 15 of this Schedule 5, to ensure that the Affordable Housing Units shall not be used for any purpose other than Affordable Housing.

6 The Affordable Housing Units to be Provided on the Site shall:

(a) be designed and constructed so as to meet the Housing Corporation’s Design and Quality Standards in relation to internal environment sustainability and the external environment as set out in the document entitled Design and Quality Standards (April 2007); and

(b) in the case of the Social Rented Housing Units and Intermediate Housing Units only be managed by an Affordable Housing Provider; and

(c) subject to Paragraph 7 of this Schedule 5, be provided in clusters of no less than 5 and no more than 9 Affordable Housing Units and any cluster shall not have a contiguous boundary with any other cluster (unless otherwise agreed in writing with the Corporation).

7 The Key Worker Units may be provided in a single cluster and shall only be occupied by Key Workers and made available for occupation by Key Workers in perpetuity.
Housing Mix

8 To Provide the Affordable Housing Units in accordance with either:

(a) the Affordable Housing Mix; or

(b) any variation to the Affordable Housing Mix agreed under Clause 7.2.

Trigger Controls

9 No more than 50% (fifty per cent) of the Market Units constructed under the Permission in any phase as approved under Paragraph 1(a) of this Schedule 5 shall be Occupied until 50% (fifty per cent) of the Affordable Housing Units required to be provided on the Site in that phase have been Provided.

10 No more than 80% (eighty per cent) of the Market Units constructed under the Permission in any phase as approved under Paragraph 1(a) of this Schedule 5 shall be Occupied until 100% (one hundred per cent) of the Affordable Housing Units required to be provided on the Site in that phase have been Provided.

11 Subject to Paragraph 15, the Owner or Affordable Housing Provider procuring the Affordable Housing will ensure that when any Affordable Housing Units or equity in those units is sold after the initial Occupation of the units the Net Receipts will be used to provide additional Affordable Housing in the Borough Council’s Area provided that nothing will require an Affordable Housing Provider to use receipts in contradiction of any legislation or regulation or Homes and Communities Agency rules or procedures or requirements of any funding organisation.

12 Prior to Occupation of any Affordable Housing Unit arrangements for the monitoring and use of receipts and any Net Receipts shall be submitted to and approved by the Corporation and Net Receipts shall used only in accordance with the approved arrangements.

Monitoring and Management

13 The Affordable Housing Units (excluding the Key Worker Units) shall be managed where applicable by an Affordable Housing Provider in accordance with its objectives or Articles of Association.

14 The Affordable Housing Units shall be built to Code Level 3 of the Code for Sustainable Homes (or such equivalent standard as may be agreed with the Corporation).

15 The restrictions upon the use and disposal of the Affordable Housing Units shall:

(a) cease to apply to any part of the Affordable Housing Units should such part be transferred or leased by any mortgagee of the Affordable Housing Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the
Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Affordable Housing Provider PROVIDED ALWAYS THAT:

(i) a mortgagee receiver or manager shall in writing give the Corporation the Borough Council and the Affordable Housing Provider (as appropriate) 3 (three) months prior notice of its intention to exercise any power of sale in respect of any Affordable Housing Units to provide the Corporation, the Borough Council and the Affordable Housing Provider (as appropriate) the opportunity to complete or procure (as appropriate) a transfer of the Affordable Housing Units in question in order to ensure that they continue to be used for the purposes of Affordable Housing; and

(ii) if the Corporation, the Borough Council or the Affordable Housing Provider is unable to dispose of the Affordable Housing Units within the said period of 3 (three) months in accordance with sub paragraph (i) above then the mortgagee receiver or manager shall be entitled to dispose of the Affordable Housing Units on the open market;

(b) cease to apply to any part of the Affordable Housing Units where the Corporation, the Borough Council or the Affordable Housing Provider shall be required to dispose of any part pursuant to the right to buy under Part VI of the Housing Act 1985 or Section 16 of the Housing Act 1996 or a statutory right to acquire or any similar or substitute right applicable or shall be required to sell to a tenant with the benefit of a voluntary purchase grant provided under Sections 20 and 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation);

(c) subject to Paragraph 16 of this Schedule 5, cease to apply to a tenant of an Intermediate Housing Unit who has acquired 100% (one hundred per cent) share in the value of the Intermediate Housing Unit Housing Unit and any successors in title; and;

(d) cease to apply to any successors in title to the persons set out in sub-paragraphs (a) to (c) above.

16 Paragraph 15(c) of this Schedule 5 will not apply unless the tenant wanting to transfer his Intermediate Housing Unit interest has first offered to sell his share to the Affordable Housing Provider in accordance with Paragraph 17 of this Schedule 5.

17 A tenant of a Intermediate Housing Unit shall not seek to dispose of its unit on the open market without first:
(a) serving no less than 1 month prior written notice on the Corporation and Borough Council identifying its intended date to dispose of its Affordable Housing Unit on the open market;

(b) obtaining no less than 3 independent assessments of the market value of the property and providing details of these to the Council with the written notice required pursuant to 17(a) above; and

(c) offering to sell the Intermediate Housing Unit to an Affordable Housing Provider nominated by the Borough Council at a price to be agreed between the tenant and Affordable Housing Provider

PROVIDED THAT if the offer to sell the Intermediate Housing Unit has not been accepted by the nominated Affordable Housing Provider upon the expiry of the date identified in the tenant's notification issues pursuant to Paragraph 17(a) above then the tenant shall be permitted to offer the Affordable Housing Unit for sale on the open market.
Schedule 6 – Viability information

The Owner will provide such information with a viability request pursuant to Clause 7.2 as the party commissioned to carry out the Viability Assessment considers necessary, including (but not limited to):

1. Selling prices for market housing (supported by an independent chartered surveyor’s report of expected selling prices, detailing scheme comparables);
2. Estimates of expected values for each of the tenures within the Affordable Housing Mix;
3. Any other potential revenues to the scheme (including but not limited to grant, ground rents and cross contributions from any commercial element);
4. Quantity surveyor estimates of build costs (including sub- and super-structure and any external works based on a square metre net internal area basis);
5. Professional fees (expressed as a percentage of build costs);
6. Profit margin (on market value or build cost);
7. Finance costs;
8. Marketing and legal fees;
9. Details of any contractor return (if the scheme is contracted out);
10. Abnormal costs (if submitted these must be substantiated by a specialist’s report);
11. Any other costs the expert carrying out the Viability Assessment believes are necessary;
12. The anticipated build period, including any projected selling prices, projected development costs for the period of the build and a statement regarding whether or not the Owner has anticipated that the planning contributions will be front loaded in their scheme appraisal;
13. Details of how the Development will be procured (e.g. self-build or Design and Build);
14. Details of how the Affordable Housing is being procured; and
15. Site value in its existing use (as evidenced by a valuer’s report).
**Schedule 7 - On Site Obligations**

The Owner covenants with the Corporation as follows:

**Reserved Matters**

1. Not to submit any reserved matters applications pursuant to the Permission until the following have been submitted to and approved in writing by the Corporation:
   
   (a) the Design Code;
   
   (b) the Masterplan; and
   
   (c) the Sustainability Strategy.

2. To ensure that any reserved matters applications submitted pursuant to the Permission thereafter comply with the approved Design Code, Masterplan and Sustainability Strategy or any variations of such documents agreed in writing by the Corporation prior to the submission of that reserved matters application.

3. Not to Commence or construct the Development other than in accordance with the approved Design Code, Masterplan and Sustainability Strategy or any variations of such documents agreed in writing by the Corporation.

**Sustainability**

4. To construct all Dwellings being provided as part of the Development to no less than Level 3 of the Code for Sustainable Homes (or such equivalent standard as may be agreed with the Corporation) or higher.

5. To construct all Commercial Units being provided as part of the Development to no less than BRE Environmental Assessment Method "very good" standard (or such equivalent standard as may be agreed with the Corporation) or higher.

**CTEMM Plan**

6. Not to Commence Development until a draft CTEM M Plan for the Site has been submitted to the Corporation for its written approval and thereafter to implement the approved CTEM M Plan.

**SUDS**

7. Not to Commence Development until a SUDS Management Plan has been submitted to and approved by the Corporation in writing.
8 Following the delivery of the SUDS in any phase to maintain the SUDS in that phase in accordance with the SUDS Management Plan approved under Paragraph 7 of this Schedule 7.

Secure by Design

9 To design and construct the Development to meet with Secure by Design Standards.

10 Not to Commence Development until the Corporation has confirmed in writing that the Development would meet Secure by Design Standards and thereafter to construct the Development in accordance with the approved design.

Travel Plan

11 Not to Commence Development until the Travel Plan Monitoring Contribution is paid to the Corporation.

12 Not to Occupy or permit the Occupation of any Commercial Unit until the Travel Plan has been submitted to and approved in writing by the Corporation.

13 To implement and comply at all times with the approved Travel Plan unless otherwise agreed in writing by the Corporation.

Public Open Space Provision, Management and Maintenance

14 To provide 2.5 (two and a half) hectares of Public Open Space as part of the Development

15 Not to Commence Development until it has submitted the Public Open Space Works Specification to the Corporation for its written approval and it has been approved

16 To Complete the Public Open Space on the Site in accordance with the approved Public Open Space Works Specification

17 To manage and maintain the Public Open Space in accordance with the Public Open Space Management Plan

18 Not to Occupy or permit to be Occupied more than 80% of Dwellings in any phase until:

(a) the Public Open Space for that phase has been completed in accordance with the Public Open Space Works Specification; and

(b) the Owner has either

(i) agreed with the Corporation the transfer of responsibility for the continued management and maintenance of the Public Open Space in that phase in accordance with the Public Open Space Management Plan to a Management
Company endowed by the Owner with the Public Open Space Maintenance Sum for that phase for that purpose (and has provided confirmation that the Management Company is endowed irrevocably with the Public Open Space Maintenance Sum); or

(ii) agreed with the Corporation the continued management and maintenance of the Public Open Space by the Owner in accordance with the Public Open Space Management Plan.

Access routes

19 To provide the Access Routes on the Site.

20 Not to Occupy or permit to be Occupied more than 80% of Dwellings in any phase until the Access Routes for that phase have been Completed to the written satisfaction of the Corporation.
Schedule 8 – The Corporation’s Covenants

The Corporation covenants with the Owner as follows:

1. to use each of the Residential Standard Charge and the Employment Standard Charge paid by the Owner towards the provision of such part or parts of the infrastructure within its Designated Area as it shall determine at its own discretion.

2. to provide the Owner upon written request with details of the Corporation’s expenditure of the Residential Standard Charge and the Employment Standard Charge within its Designated Area on an annual basis.

3. upon reasonable written request from the Owner and subject to payment of its reasonable and proper professional costs and charges the Corporation will certify compliance or partial compliance with the provisions of this Deed.
### Schedule 9 – Indexation

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<thead>
<tr>
<th>Contribution</th>
<th>Relevant Date for Indexation</th>
<th>Index</th>
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</thead>
<tbody>
<tr>
<td>Residential Standard Charge</td>
<td>April 2008</td>
<td>BCIS All-in Tender Price Index</td>
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<tr>
<td>Employment Standard Charge</td>
<td>April 2008</td>
<td>BCIS All-in Tender Price Index</td>
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<tr>
<td>Staff Monitoring Contribution</td>
<td>September 2008</td>
<td>BCIS All-in Tender Price Index</td>
</tr>
<tr>
<td>Travel Plan Monitoring Contribution</td>
<td>April 2008</td>
<td>BCIS All-in Tender Price Index</td>
</tr>
<tr>
<td>Technical Support Contribution</td>
<td>January 2009</td>
<td>BCIS All-in Tender Price Index</td>
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<tr>
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<td>The date of this Deed</td>
<td>BCIS All-in Tender Price Index</td>
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<tr>
<td>Uplift Payments</td>
<td>The date of this Deed</td>
<td>BCIS All-in Tender Price Index</td>
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Schedule 10—Uplift Payments

The Trust covenants so as to bind the New NHS Retained Land that where the Trust’s Works or part thereof have not been Completed by the Longstop Date (as referred to in Paragraph 4 of Schedule 2) the Trust will make the following payments (where applicable) at the Longstop Date to reflect the discount in the Total Residential Standard Charge at the date of this Deed:

(a) where the CAMHS Unit has not been Completed by the Longstop Date the Trust will pay £1,950,000 (one million nine hundred and fifty thousand pounds) Index Linked on the Longstop Date;

(b) where the Assessment and Treatment Unit has not been Completed by the Longstop Date the Trust will pay £1,300,000 (one million three hundred thousand pounds) Index Linked on the Longstop Date; and

(c) where the reprovision of Towcester Mill House has not been Completed by the Longstop Date the Trust will pay £500,000 (five hundred thousand pounds) Index Linked on the Longstop Date.
Schedule 11 – Indicative List of Infrastructure to which the Standard Charge and Employment Standard Charge are to be applied (taking into account the provision of the Health Services)

<table>
<thead>
<tr>
<th>Infrastructure item</th>
<th>Type</th>
<th>Facility</th>
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<tbody>
<tr>
<td>Affordable housing</td>
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<td>Education</td>
<td>Nursery</td>
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<td>Further education</td>
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<td>Culture &amp; Community</td>
<td>Libraries</td>
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<td>Museums &amp; archives</td>
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<td>Green Infrastructure</td>
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<td>Recreation and leisure</td>
<td>Sports/leisure centre</td>
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<td>Emergency services</td>
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<td>Waste</td>
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TOWN AND COUNTRY PLANNING ACT 1990
DECISION NOTICE

WEST NORTHAMPTONSHIRE DEVELOPMENT CORPORATION
APPROVAL OF OUTLINE PLANNING PERMISSION

Agent Name and Address Details:

Northamptonshire Healthcare NHS Trust
C/O Brian Barber Associates
4 Kimbell Mews
Humfrey Lane Boughton
Northampton
NN2 8XB

APPLICATION REF: 07/0004/OUTWNN

PROPOSAL: Redevelopment to provide for residential and employment land uses.

LOCATION: Princess Marina Hospital Weedon Road Upton
Northampton Northamptonshire NN5 6UH

DATE REGISTERED: 4th April 2007

DRAWINGS (No.): Location Plan - Received on 8th Jan 2007,

WEST NORTHAMPTONSHIRE DEVELOPMENT CORPORATION HEREBY GRANTS OUTLINE PLANNING PERMISSION FOR THE ABOVE DEVELOPMENT FOR THE FOLLOWING REASON:

The principle of residential and a limited element of commercial development on this site is considered appropriate subject to conditions and certain matters addressed through a S106 legal agreement and in accordance with Policies 4, 8, 17 of the Regional Spatial Strategy 8 and MKSM Strategic Policies 1 and 3 and MKSM Northamptonshire Policy 2 Northampton Implementation Area and Policies GS5 and GS6 of the Northamptonshire County Structure Plan and Policies E1, E19, E20, H7, H14, H17, H32, L1 and B13 of the Northampton Borough Council Local Plan and the objectives of PPS1, PPS3, PPS22, PPS23, PPS25 and PPG13.

Subject to the following conditions

(1) Approval of details of the layout, scale, appearance, access and landscaping of a phase of the site (hereinafter called the "reserved matters") shall be obtained from the Local Planning Authority in writing before any development in that phase is commenced.
(2) Application for the approval of the reserved matters shall be made to the Local Planning Authority before the expiration of 3 years from the date of this permission.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

(3) The development hereby permitted shall be begun before the expiration of five years from the date of this permission, or if later, before the expiration of two years from the date of approval of the last reserved matters to be approved.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

(4) All reserved matters applications shall accord with a Masterplan and Design Codes to be submitted to and agreed in writing by the Local Planning Authority or any agreed variations thereof prior to the submission of that reserved matter. The Masterplan and Design Code(s) shall include details of phasing; layout; provision of public art; hard and soft landscaping defining public, semi-public and private space and their provision of future maintenance; existing levels and proposed finished floor levels; external lighting within both the public and private realm; external boundaries of the site and front and rear boundary treatments including means of enclosure; and footpaths and cycleway links. In the event that separate Design Code(s) are prepared for the housing and commercial elements both documents shall demonstrate to the satisfaction of the Local Planning Authority that the interface between the two forms of development will maintain the principles established in the Masterplan. Any subsequent application for reserved matters shall be submitted in accordance with the Masterplan or agreed modifications by the local planning authority to it and to the relevant Design Code(s).

Reason: To provide a site layout in general conformity with the Masterplan that demonstrates quality in form and design, maximise public amenity, reduces the potential for crime and anti-social behaviour, and deals with ongoing maintenance.

(5) The reserved matters relating to landscaping shall include a survey of existing trees and hedgerows, location of trees and hedgerows to be protected, method of protection and duration of protection.

Reason: In order to ensure adequate protection of existing trees and hedgerows on the site in the interests of achieving a satisfactory standard of development and maintaining the established landscaped character of the area.

(6) All planting, seeding or turfing comprised in the approved reserved matter details for a phase shall be carried out in the first planting and seeding season following the first occupation of any building in that phase of the development or the completion of that phase of the development, whichever is the sooner or to such other timescale agreed in writing with the Local Planning Authority. Subsequently if any trees or plants which within a period of 5 years from completion of that phase of the development die, are removed or become seriously damaged they shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure any landscaping is undertaken within a reasonable timescale and thereafter adequately maintained until established.
(7) Prior to the commencement of development of a phase, an assessment of the Noise Exposure Category(ies) of that phase shall be made due to its exposure to transportation noise, in particular Weedon Road. This must take account where appropriate roads that may not be immediately adjacent to that phase and the likely growth of traffic over the next 15 years. Where that phase is subject to a noise exposure which exceeds NEC A, a scheme to protect this part of the phase shall be submitted to the Local Planning Authority for written approval. The scheme shall include a site plan showing the position, type and height of the proposed noise protection measures together with the resultant NEC(s) for the site. Where noise protection measures for that phase are impractical or do not reduce NEC for all amenity areas, all facades or all floors of the proposed residential units to NEC A, the plan shall clearly indicate the site layout and the predicted NEC for all facades. Where facades or floors do not fall into NEC A noise insulation scheme, which will require the provision of artificial ventilation, details shall be submitted for approval in writing to the Local Planning Authority and implemented prior to those units being occupied.

Reason: To safeguard the amenities of the future residential occupiers of the development.

(8) A minimum of 10% of the residential units on any phase shall be available for occupation by persons with disabilities and constructed to a mobility housing standard the detailed layout of which shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of construction of any residential unit on that phase unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure adequate provision is made for people with disabilities in accordance with Policy H17 of Northampton Borough Council Local Plan.

(9) The number of residential units to be constructed on the site shall not exceed 550 unless otherwise agreed in writing by the Local Planning Authority and set out in the Master Plan.

Reason: To ensure the provision of a mixed use development and to enable the Local Planning Authority to assess the environmental implications of additional residential development.

(10) The employment use hereby permitted shall not exceed 4,000 square metres gross area and shall only consist of uses within Classes A1, A2, A3, A4, B1a, B1c, D1 and D2 of the Use Classes Order 1987 (as amended). Uses within Classes A1, A2, A3, A4 shall only be permitted on that part of the site with a frontage onto Weedon Road and no unit shall exceed 200 square metres gross external area at any time (unless otherwise agreed in writing by the Corporation). The amount of uses within Class A of the Use Classes Order 1987 (as amended) shall not exceed 2000 square metres gross external area in total at any time. No more than 2000 square metres gross external area shall be used for uses within Class D1 and D2 of the Use Classes Order 1987 (as amended) and any such uses shall complement the residential use hereby permitted. No more than 1000 square metres gross external area of D1 or D2 floorspace (or any combination thereof) shall be occupied until the 100th dwelling hereby permitted has been constructed on the site.

Reason: In the interests of providing a sustainable mixed use development.

(11) Prior to the commencement of any development of a phase a bat survey shall be undertaken for that phase, thereafter the results shall be submitted to the Local Planning Authority. In the event bats are present a scheme addressing how this
situation is to be managed shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development of that phase.

Reason: To determine if bats are present on the site and if they are manage this situation accordingly.

(12) The submission of reserved matters relating to layout and appearance shall include the provision of secure and safe cycle parking and the location of waste storage facilities for both residential and commercial development types hereby permitted.

Reason: To ensure the provision of adequate cycle facilities to promote the use of modes of transport other than the private car and that waste storage is satisfactorily addressed.

(13) Prior to the commencement of any phase on the site a Waste Management Strategy shall be submitted to and approved in writing by the Local Planning Authority which shall accord with the guidance contained within Northampton County Council’s Minerals and Waste Development Framework – Development and Implementation Principles Supplementary Planning Document March 2007 Thereafter the scheme shall be implemented in full accordance with the approved Strategy.

Reason: To ensure a sustainable approach is undertaken towards waste management on the development and is in line with Northampton County Council’s adopted Supplementary Planning Document.

(14) Prior to the first occupation of any commercial unit or individual commercial unit thereafter by a new occupier/user a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority relating to the occupants of that unit. Thereafter the Plan shall come into effect within 28 days of the written approval of the Local Planning Authority and remain in place at all times unless otherwise agreed in writing by the Local Planning Authority.

Reason: To seek to achieve a more sustainable use of transport modes in the creation of sustainable communities

(15) Prior to the commencement of development of a phase details of surface and foul water drainage of that phase shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the development is satisfactorily drained.

(16) Development shall not commence until a scheme to deal with contamination of any phase has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include an investigation and assessment to identify the specific extent of contamination and the measures to be taken to avoid risk to the public/environment when that phase is developed. Development shall not commence until the measures approved in the scheme have been implemented.

Reason: To safeguard the health of the future occupiers of the development and the environment generally.

(17) Work shall not commence on the construction of more than 300 dwellings until the adoptable link road to be provided to the existing adopted road to the west of the site has been constructed and is open for use.
Reason: In the interests of securing a safe and convenient vehicle access to the site to serve the development.

(18) As part of the Master Plan a vehicle access shall be included which provides access up to the boundary of the site with the adjoining parcel of land to the west of the site which fronts Weedon Road.

Reason: To ensure the development of the wider area can be facilitated.

(19) Prior to the commencement of development hereby approved details of existing sewage capacity flows from the site shall be submitted to and agreed in writing by the local planning authority in consultation with the environment agency. Thereafter based on this information a development construction phasing programme shall be submitted to and approved in writing by the local planning authority in consultation with the Environment Agency which shall reflect the capacity of the existing system (or as improved), and the proposed level of water efficiency (to satisfy the condition below) to satisfactorily accept sewage outflows from the development. Development shall only be undertaken in accordance with the approved scheme unless otherwise agreed in writing by the local planning authority in consultation with the Environment Agency.

Reason: To ensure the appropriate off site infrastructure is in place to satisfactorily deal with sewage flows from the development in accordance with Policy 3 of RSS8

(20) Development shall not begin until details of a scheme for Water Efficiency achieving a design average consumption of 105 litres/person/day has been submitted to and approved in writing by the local planning authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is occupied.

Reason: To ensure the development will achieve a reduction in water demand in line with Strategic Policy 3 of the MKSM SRS and Policy 32 of RSS8.

Informative: This is equivalent to Level 3 and 4 of the Code for Sustainable Homes. The above condition refers to Level 3 and 4 of the Code for Sustainable Homes.

(21) Development shall not begin until a surface water drainage scheme for the site, incorporating sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the local planning authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

Reason: To prevent flooding by ensuring the satisfactory storage of disposal of surface water from the site.

(22) The development hereby permitted shall not be commenced until such time as a maintenance strategy for the surface water runoff drainage system has been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall be fully implemented and subsequently maintained for the lifetime of the development.

Reason: To ensure that the proposed drainage system remains in a well-maintained order, such that flood risk is not increased as a result of the proposal.
Informative: In order to satisfy the above condition, the following information should be submitted:
- details of all parties responsible for the long-term adoption and maintenance of every element of the drainage system and demonstrate methodologies and schedules of maintenance for the various components, for the lifetime of the development.
- In the event of a “management company” or similar being agreed upon to take control of the maintenance of the system, preferred options shall be proposed in the event of that company becoming insolvent or ceasing to exist or trade.

(23) The development hereby permitted shall not be commenced until such time as detailed information in respect of overland flow routing both prior to and after development has been submitted to, and approved in writing by, the Local Planning Authority.

The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

Reason: To ensure that the flood risk to the site and third parties is not increased.

Informative: In order to satisfy the above condition, the following information should be submitted to demonstrate:
- the provision and maintenance of existing/proposed overland flow paths, and,
- no increase in flood risk to the development or third party assets.

(24) Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:

1. A preliminary risk assessment which has identified:
   - all previous uses
   - potential contaminants associated with those uses
   - a conceptual model of the site indicating sources, pathways and receptors
   - potentially unacceptable risks arising from contamination at the site.

2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

3. The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express consent of the local planning authority. The scheme shall be implemented as approved.
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Reason: To ensure an adequate assessment of the potential risk posed is made and to protect controlled waters.

(25) If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unsuspected contamination shall be dealt with.

Reason: To protect controlled waters.

Notes

(1) Flood Defence Consent

Notwithstanding the planning permission(s) that may be granted or extant on the site, any proposed works affecting ordinary watercourses, statutory main river, within the indicative floodplain or within the byelaw distance (9 metres) requires the prior written consent of the Environment Agency under the relevant statutory legislation and current land drainage byelaws.

It should not be assumed that such consent will automatically be forthcoming, and the applicant should consult with the Environment Agency at the earliest opportunity in order to determine and secure formal flood defence consent for the proposed works as appropriate.

On this proposed site, the Environment Agency should be consulted before any works are undertaken to any watercourses in order to determine whether flood defence consent is required.

As you are aware the discharge of planning conditions rests with the Local Planning Authority. It is, therefore, essential that you are satisfied that the proposed draft condition meets the requirements of Circular 11/95 'Use of Conditions in Planning Permission'. Please notify us immediately if you are unable to apply our suggested condition, as we may need to tailor our advice accordingly.

(2) An agreement under Section 106 of the Town and Country Planning Act 1990 contains planning obligations. This agreement restricts development under this planning permission on those parts of the site shown hatched red and blue on the plan annexed to it, which are intended to be retained for existing uses or developed under separate detailed planning permissions.

Signed:

Planning & Development Director
West Northamptonshire Development Corporation

Date: 3 March 2009

IMPORTANT NOTE: Please note that any works carried out without compliance with the conditions attached to this approval will be entirely at the risk of the persons involved and may result in formal action being taken by the Local Planning Authority.

End of Decision.
If you are aggrieved by the decision of WNDC to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to The Planning Inspectorate under Section 78 of the Town and Country Planning Act, 1990.

If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from The Planning Inspectorate, 3/08A, Kite Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN.

The Inspectorate can allow a longer period for giving notice of an appeal, but they will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of the appeal.

The Inspectorate need not consider an appeal if it seems to him that WNDC could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.

In practice The Inspectorate does not refuse to consider appeals solely because WNDC based its decision on a direction given by them.

In accordance with the Town and Country Planning General Development Order 1988 you are required to send a copy of the notice of appeal to WNDC at the same time as you submit the appeal to The Planning Inspectorate. The appeal form should be sent to WNDC at the following address:-

**West Northamptonshire Development Corporation.**
Planning Group,
PO Box 622,
Franklin’s Gardens,
Northampton.
NN5 5WR

**Purchase Notices**

If either WNDC or The Planning Inspectorate refuses permissions to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonable beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the WNDC (Northampton Borough Council, District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of part IV of the Town and Country Planning Act, 1990.
Compensation

In certain circumstances compensation may be claimed from the WNDC if permission is refused or granted subject to conditions by The Inspectorate on appeal or on reference of the application to him.

These circumstances are set out in sections 114 and related provisions of the Town and Country Planning Act, 1990.

NOTES: This consent relates solely to planning control. If the development includes the erection or alteration of a building or a change of use the work must not be carried out nor the change of use take place until the Building Regulations have be complied with.

WHERE by any act of Parliament, statutory instrument or other authority, other CONSENTS, LICENCES, PERMISSIONS OR APPROVALS IN ADDITION TO THOSE SPECIFIED IN THIS PERMISSION ARE REQUIRED in respect of the development or notice thereof is required to be given to any person (including a local authority), THE APPLICANT MUST COMPLY with such requirements BY SEPARATE APPLICATION OR NOTICE. This includes applications for ADVERTISEMENT CONSENT AND LISTED BUILDING CONSENT.

IMPORTANT NOTICE: Please note that any works carried out without compliance with the conditions attached to this approval will be entirely at the risk of the persons involved and may result in formal action being taken by the Local Planning Authority.
The Common Seal of West Northamptonshire Development Corporation was hereunto affixed in the presence of:

The Common Seal of Northamptonshire Healthcare National Health Service Trust was affixed in the presence of:

Authorised Signatory:

Authorised Signatory:
The Common Seal of
West Northamptonshire Development Corporation
was hereunto affixed in the presence of:

The Common Seal of
Northamptonshire Healthcare National Health Service Foundation Trust was affixed in the presence of:

Authorised Signatory

Authorised Signatory